

THE HONORABLE BENJAMIN H. SETTLE

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

BRINK LAND, LLC, a Washington limited liability company; VERGE LAND, LLC, a Washington limited liability company; and VERGE, INC., a Washington corporation,

Plaintiffs,

v.

HOME DEPOT, U.S.A., INC., a Delaware corporation,

Defendant.

NO. C08-5046-BHS

PLAINTIFFS' INITIAL DISCLOSURES

Plaintiffs hereby make the following Initial Disclosures pursuant to FRCP 26(a)(1):

(A)(i) WITNESSES WHO HAVE DISCOVERABLE INFORMATION THAT MAY BE USED TO SUPPORT PLAINTIFFS' CLAIMS AND DEFENSES AND THE SUBJECTS OF SUCH INFORMATION, UNLESS THE USE WOULD BE SOLELY FOR IMPEACHMENT:

1. Terry L. Brink, Co-Managing Member, Brink Land, LLC and Verge Land, LLC, and Vice President of Verge, Inc. Mr. Brink may be contacted through Eisenhower & Carlson, PLLC, Guy J. Sternal, 253-572-4500. Mr. Brink has knowledge of Plaintiffs' dealings with Defendant regarding the facts and circumstances set forth in Plaintiffs' Complaint for Breach of Contract and Other Claims ("**Complaint**").

2. Donald R. Brink, Co-Managing Member, Brink Land, LLC and Verge Land, LLC, and President of Verge, Inc. Mr. Brink may be contacted through Eisenhower & Carlson, PLLC, Guy J. Sternal, 253-572-4500. Mr. Brink has knowledge of Plaintiffs' dealings with Defendant regarding the facts and circumstances set forth in Plaintiffs' Complaint.

PLAINTIFFS' INITIAL DISCLOSURES - 1
Case No. C08-5046BHS

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3. Erika M. Strawn, Corporate Counsel, Home Depot U.S.A., Inc. As an employee or former employee of the Defendant in this action, Ms. Strawn may have knowledge of Plaintiffs' dealings with Defendant concerning the facts and circumstances set forth in Plaintiffs' Complaint.

4. Thomas Thorsen, former employee of Home Depot U.S.A., Inc. Mr. Thorsen has knowledge of the dealings with Plaintiffs and was the lead negotiator for Defendant.

5. Mitch Johnson, current employee of Home Depot U.S.A., Inc. Mr. Johnson replaced Mr. Thorsen and he has knowledge of the dealings with Plaintiffs.

6. Arthur Richey, architect. Mr. Richey was engaged by Home Depot U.S.A., Inc. to design the store that Defendant erected on the Plaintiffs' property.

(A)(ii) A DESCRIPTION BY CATEGORY AND LOCATION OF DOCUMENTS THAT PLAINTIFFS MAY USE TO SUPPORT THEIR CLAIMS AND/OR DEFENSES, UNLESS THE USE WOULD BE SOLELY FOR IMPEACHMENT:

All non-privileged documents identified are in the possession of Plaintiffs' attorneys and may be copied at your expense by prior arrangement.

Real Property Purchase Agreement ("Agreement"), and all correspondence related thereto, including documents furnished by Defendant concerning the calculation of the Purchase Option for the Excess Property pursuant to the Agreement.

(A)(iii) A COMPUTATION OF EACH CATEGORY OF DAMAGES CLAIMED AND OTHER EVIDENTIARY MATERIAL ON WHICH EACH COMPUTATION IS BASED, INCLUDING MATERIALS BEARING ON THE NATURE AND EXTENT OF INJURIES SUFFERED.

Plaintiffs' state a claim for specific performance, whereby Plaintiffs seek a court order compelling Defendant to provide Plaintiffs with an option to purchase the Excess Property referenced in Plaintiffs' Complaint at an Option Price of \$2,845,672.78, in accordance with Plaintiffs' letter of December 27, 2007 to Ms. Jane Rakay Nelson, Esq.

Plaintiffs also seek to recover from Defendant damages for delay in performance and for Plaintiffs' costs and attorneys' fees incurred in connection with this action. Said costs and attorneys' fees are estimated at this time to be in the approximate amount of \$27,196.08. Damages for delay in performance will be determined at trial and cannot be calculated presently.

(A)(iv) FOR INSPECTION AND COPYING ANY INSURANCE AGREEMENT

1 **UNDER WHICH AN INSURANCE BUSINESS MAY BE LIABLE TO ALL OF PART OF**
2 **A POSSIBLE JUDGMENT IN THE ACTION OR TO REIMBURSE FOR PAYMENTS**
3 **MADE TO SATISFY THE JUDGMENT.**

4 Not Applicable to Plaintiffs.

5 DATED this 24th day of June, 2008.

6 EISENHOWER & CARLSON, PLLC

7 By: /s/ Guy J. Sternal

8 Guy J. Sternal, WSBA # 18671

9 Alexander S. Kleinberg, WSBA # 34449

10 Attorneys for Plaintiffs